

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In Re:)	Case No. 19 B 28445
)	
EBONI M. ARMOUR-FRALEY,)	Chapter 13
)	
Debtor.)	Hon. Donald R. Cassling

**NOTICE OF MOTION OF SANTANDER CONSUMER USA INC.
TO MODIFY AUTOMATIC STAY AND CO-DEBTOR STAY**

VIA ELECTRONIC NOTICE:

To: Tom Vaughn (Trustee)	David M. Siegel (Debtor's Counsel)
55 East Monroe Street, Suite 3850	David M. Sigel & Associates
Chicago, Illinois 60603	790 Chaddick Drive
	Wheeling, Illinois 60090

VIA U.S. MAIL:

To: Eboni M. Armour-Fraley (Debtor)	Charleston Hendrix (Co-Debtor)
9199 South Burnside	9199 South Burnside
Chicago, Illinois 60619	Chicago, Illinois 60619

PLEASE TAKE NOTICE that on August 13, 2020 at 9:30 a.m., or as soon thereafter as counsel may be heard, I will appear before the Honorable Donald R. Cassling, or any judge sitting in his/her stead, and present the *Motion of Santander Consumer USA Inc. to Modify Automatic Stay and Co-Debtor Stay*, a copy of which is attached.

This Motion will be presented and heard telephonically. No personal appearance in court is necessary or permitted. To appear and be heard telephonically on the Motion, you must set up and use an account with Court Solutions, LLC. You can set up an account at www.Court-Solutions.com or by calling Court Solutions at (917) 746-7476.

If you object to this Motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the Motion will be called on the presentment date. If no Notice of Objection is timely filed, the Court may grant the Motion in advance without a hearing.

Respectfully submitted,
SANTANDER CONSUMER USA INC.,
Creditor,

By: /s/ Cari A. Kauffman
One of its attorneys

David J. Frankel (Ill. #6237097)
Cari A. Kauffman (Ill. #6301778)
Rocio Herrera (Ill. #6303516)
Sorman & Frankel, Ltd.
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
(312) 332-3535 / (312) 332-3545 (facsimile)

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that I have served a copy of this Notice along with the attached Motion upon the above-named persons by electronic filing or, as noted above, by placing same in a properly addressed and sealed envelope, postage prepaid, and depositing it in the United States Mail at Chicago, Illinois 60616 on July 24, 2020, before the hour of 5:00 p.m.

/s/ Cari A. Kauffman

**IN THE UNITED STATES BANKRUPTCY COURT
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In Re:)	Case No. 19 B 28445
)	
EBONI M. ARMOUR-FRALEY,)	Chapter 13
)	
Debtor.)	Hon. Donald R. Cassling

**MOTION OF SANTANDER CONSUMER USA INC.
TO MODIFY AUTOMATIC STAY AND CO-DEBTOR STAY**

SANTANDER CONSUMER USA INC. (“Santander”), a creditor herein, by its attorneys, the law firm of Sorman & Frankel, Ltd., respectfully requests this Court, pursuant to Sections 362 and 1301 of the Bankruptcy Code, 11 U.S.C. §§362, 1301 (West 2020), and such other Sections and Rules may apply, to enter an Order modifying the automatic stay and co-debtor stay provided therein. In support thereof, Santander states as follows:

1. On October 7, 2019, Eboni M. Armour-Fraley (“Debtor”) filed a Voluntary Petition for Relief under Chapter 13 of the Bankruptcy Code. Thereafter, on December 18, 2019, Debtor filed an Amended Chapter 13 Plan, which provides for direct payments from Debtor to Santander on Santander’s secured claim, and which was confirmed on January 9, 2020.

2. Santander is a creditor of the Debtor and another individual, Charleston Hendrix (“Co-Debtor”), with respect to a certain indebtedness secured by a lien upon a 2018 Chevrolet Malibu motor vehicle bearing a Vehicle Identification Number of 1G1ZD5ST9JF132231 (the “Vehicle”). (See Ex. “A”).

3. As set forth in the Retail Installment Contract and subsequent modification attached as Exhibit “A”, Debtor and Co-Debtor were required to tender equal monthly payments to Santander, each in the sum of \$600.86 with an interest rate of 12.39%. (See Ex. “A”).

4. Debtor and Co-Debtor have failed to make required payments to Santander due on and after March 25, 2020, resulting in a current default of \$2,367.74; the next payment of \$600.86 comes due on August 25, 2020.

5. The current total outstanding balance due to Santander from the Debtor and Co-Debtor for the Vehicle is \$25,400.07.

6. Debtor and Co-Debtor have failed to provide Santander or its counsel with proof of a valid full coverage insurance policy for the Vehicle identifying Santander as the lienholder/loss payee.

7. As such, Santander seeks relief from the automatic stay and co-debtor stay so that Santander may take possession of and sell the Vehicle and apply the sale proceeds to the balance due from Debtor and Co-Debtor.

8. Debtor has not offered, and Santander is not receiving, adequate protection for its secured interest or depreciating value. Further, Debtor has no equity in the Vehicle and the Vehicle is not necessary to an effective reorganization by Debtor.

9. Santander will suffer irreparable injury, harm, and damage should it be delayed in taking possession of the Vehicle and foreclosing its security interest therein.

10. Santander requests that Bankruptcy Rule 4001(a)(3) not apply to any Order granting this Motion.

WHEREFORE, Santander Consumer USA Inc. respectfully requests that this Court enter an Order, as attached hereto, modifying the automatic stay and co-debtor stay provided by Sections 362 and 1301 of the Bankruptcy Code to permit Santander to take immediate possession of and foreclose its security interest in the 2018 Chevrolet Malibu motor vehicle bearing a Vehicle Identification Number of 1G1ZD5ST9JF132231; and, for such other, further, and different relief as this Court deems just and proper.

Respectfully submitted,

SANTANDER CONSUMER USA INC.,
Creditor,

By: /s/ Cari A. Kauffman
One of its attorneys

David J. Frankel (Ill. #6237097)
Cari A. Kauffman (Ill. #6301778)
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